

UNITED STATES DISTRICT COURT  
DISTRICT OF NEVADA

This action concerns property located at 2201 Kietzke Lane #B, Reno, Nevada, 89502. The property is within the Sierra Cedars Homeowners Association ("HOA"). On or about July 28, 2006, Adrean L. Peek obtained a loan from non-party Home Mortgage Direct Lenders in the amount of \$78,764.00, which was secured by a deed of trust recorded against the property. Ultimately, the deed of trust was assigned to plaintiff via an assignment of deed of trust.

1 election to sell. Plaintiff requested from the HOA a ledger so it  
2 could identify the amount of delinquent assessments, which Hampton  
3 provided. On October 25, 2012, plaintiff tendered \$1,395.00 to the  
4 HOA. No foreclosure sale took place at that time.

5 On August 14, 2013, the HOA, through Hampton, recorded another  
6 notice of default and election to sell. This time, plaintiff did  
7 not make any payment to the HOA. On December 13, 2013, the HOA,  
8 through Hampton, recorded a notice of trustee's sale. The sale was  
9 scheduled for January 23, 2014. Defendant LVDG acquired the  
10 property at the sale for \$5,400.00, and title to the property was  
11 later passed to defendant Thunder Properties, Inc. ("Thunder  
12 Properties").


13 On March 4, 2016, plaintiff initiated this action by filing a  
14 complaint against LDVG, Thunder Properties, the HOA, and Hampton.  
15 The complaint asserts four causes of action: (1) quiet title/  
16 declaratory judgment; (2) breach of Nev. Rev. Stat. § 116.1113  
17 against the HOA and Hampton; (3) wrongful foreclosure against the  
18 HOA and Hampton; and (4) injunctive relief against LDVG and  
19 Thunder. The HOA has filed a motion to dismiss, or in the  
20 alternative, motion for summary judgment (ECF No. 15), and Hampton  
21 has filed a motion for summary judgment (ECF No. 9).

22 Some of plaintiff's causes of action are subject to the  
23 requirement under Nevada law that plaintiff submit any "claim  
24 relating to . . . [t]he interpretation, application or enforcement  
25 of any covenants, conditions or restrictions applicable to  
26 residential property or any bylaws, rules or regulations adopted by  
27 an association" to mediation before filing a civil suit. See Nev.  
28 Rev. Stat. § 38.310. Plaintiff has filed a claim for mediation

1 pursuant to that provision with the State of Nevada Real Estate  
2 Division ("NRED"). Plaintiff submitted its claim form on November  
3 20, 2015, however the form was not filed into NRED's system until  
4 February 20, 2016. The HOA was served with the claim form on May  
5 5, 2016, and filed its response on June 7, 2016, where mediation is  
6 still pending. While the court recognizes the provision under  
7 Nevada law that mediation be completed within 60 days after the  
8 filing of the written claim, the court concludes this does not bar  
9 the parties from proceeding with mediation beyond that time period  
10 where no objections to mediation have been filed. In this case,  
11 the parties have not advised the court why the mediation has not  
12 been completed, although the record reflects the parties have  
13 agreed on the first available mediator. Therefore, this action  
14 shall be stayed for a period of 90 days to allow the NRED mediation  
15 process to be completed.

16 IT IS SO ORDERED.

17 DATED: This 10th day of August, 2016.

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20 UNITED STATES DISTRICT JUDGE  
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